



# *County of San Diego*

## DEPARTMENT OF HUMAN RESOURCES

### LABOR RELATIONS DIVISION

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## LETTER OF UNDERSTANDING BETWEEN THE COUNTY OF SAN DIEGO AND DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY DS AND SM UNITS

### IN THE MATTER OF ADMINISTRATIVE APPEALS FOR LETTERS OF REPRIMAND

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- I. In an effort to foster positive Labor/Management relations and facilitate communication between the County, its employees and the Deputy Sheriffs' Association of San Diego County (DSA), this Letter of Understanding is entered into regarding Administrative Appeals for Letters of Reprimand.
- II. The parties agree that effective with this Letter of Understanding signed by the parties below, the grievance procedure shall be amended to allow for binding arbitration on letters of reprimand. The County of San Diego Sheriff's Department shall pay all fees and expenses of the arbitrator. Each party to the hearing shall bear its own expenses in connection therewith.

### AMENDED ARTICLE 11. GRIEVANCE PROCEDURE

- H. Advisory Arbitration of Grievances & Appeals For Letters of Reprimand  
Binding Arbitration.

In the event that the grievance is not resolved by the Sheriff, the grievant may, within thirty (30) days after receipt of the decision of the Sheriff or the Sheriff's designee, made pursuant to paragraph F, request the grievance be heard by an arbitrator.

K. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be advisory in nature **except for letters of reprimand which shall be binding.** The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Memorandum of Agreement, or to revise, modify or alter, in any respect, any provision contained in the Agreement.


Upon receipt of an advisory decision, the Sheriff shall, within seven (7) work days, render a written decision which shall be final on those matters which fall under the jurisdiction of the Sheriff.

L. Payment of Costs

Each party to a hearing before an arbitrator shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half by the grievant. **The County of San Diego Sheriff's Department shall pay all fees and expenses of an arbitrator who renders a decision on a letter of reprimand. Each party to the hearing shall bear its own expenses in connection therewith.**

III. This Letter of Understanding shall serve to satisfy all issues relative to Administrative Hearings under the Police Officers Bill of Rights.

FOR THE COUNTY OF SAN DIEGO:

  
MICHAEL T. KOLB  
Labor Relations Manager

Date: April 4, 2003

FOR THE DEPUTY SHERIFFS'  
ASSOCIATION OF SAN DIEGO  
COUNTY (DS AND SM UNITS):

  
FERN STEINER, Attorney

Date: 4/15/03